
UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS

United States District Court
Southern District of Texas

ENTERED

March 03, 2021

Nathan Ochsner, Clerk

Angela Salinas,

Plaintiff,

versus

Asbury Automotive Group, *et al.*,

Defendants.

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Civil Action H-19-2772

Opinion on Dismissal

1. Angela Salinas bought a car from McDavid Houston-Niss, LLC. Three days later, the car was damaged in an accident.
2. Salinas said that McDavid violated the Texas Deceptive Trade Practice Act and breached the contract for the sale of the car by not reimbursing her down payment after the accident. She wanted \$15,000 for a replacement vehicle, attorney's fees, costs of the arbitration, interest, and punitive damages.
3. McDavid said that Salinas breached the contract because she did not insure the car for the value she had paid for it. It asked that Salinas pay what she owed them for the car less her down payment and the salvage value, plus attorney's fees and costs.
4. The arbitrator denied Salinas's request to join Asbury Automotive Group – the parent company of McDavid – and Ally Financial. Salinas sued Asbury and Ally for violating the Texas Deceptive Trade Practices Act, the Consumer Credit Protection Act, and the Equal Credit Opportunity Act.
4. The arbitrator found that Salinas breached the contract by not insuring the car. She awarded McDavid \$14,569 for the vehicle and attorney's fees and costs.

5. Salinas moved to vacate the arbitration award. This court confirmed the award, and the court of appeals affirmed the judgment.
6. All claims arising from of a transaction must have been brought in one suit. The final judgment in that suit precludes later reviews of its claim and all related claims – even if they had not been offered.¹
7. An arbitration award has the same effect as the judgment of a court of last resort.² Salinas has already brought this case before an arbitrator. Because her claims are precluded, this case is dismissed with prejudice. (9, 10)

Signed on March 3, 2021, at Houston, Texas.



Lynn N. Hughes
United States District Judge

¹ *Cromwell v. County of Sac*, 94 U.S. (4 Otto) 351, 352 (1876).

² *Milliken v. Grigson*, 986 F. Supp. 426, 431 (S.D. Tex. 1997), *aff'd*, 158 F.3d 583 (5th Cir. 1998).